

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:

Dennis Stapleton, President

Ken O'Brien, Vice President

Tommy Thompson, Commissioner

RESOLUTION NO. 12-376

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 19, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 19, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

Crime Victim's Rights Week:

Jana Wilfong, Protection Order Specialist For The Victim Services Unit In The Prosecutor's Office

RESOLUTION NO. 12-377

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 22 AS NATIONAL CRIME VICTIM'S RIGHTS WEEK IN DELAWARE COUNTY:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, it will never neglect to show fairness, dignity, and respect to victims and survivors of crime, and will honor them during National Crime Victim's Rights Week 2012.

WHEREAS, Delaware County will observe National Crime Victim's Rights Week from April 22 through April 28 by planting a flag on the lawn of the Delaware County Commissioner's Office representing a victim of violent crime as recognized by the Delaware County Courts. Victims will also be honored through the Clothesline Project and through participation in the 4th Annual Delaware County Walk a Mile In Her Shoes event. In is hope that these displays and events will illustrate to residents how much crime impacts this community, and demonstrate compassion and support to all victims and survivors.

NOW THEREFORE BE IT RESOLVED, It is with great admiration the Delaware County Commissioners express their appreciation for those victims and survivors of crime who have turned personal tragedies into a magnanimous force that not only serves to improve the rights and treatment of other crime victims, but also builds a better more just community, and for those people who work on behalf of crime victims such as the volunteers, law enforcement officers, prosecutors, victim service providers, physicians, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to crime victims help to lessen the trauma and assist in personal recoveries;

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT

The week of April 22 through 28, 2012, is declared National Crime Victim's Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding and compassion.

BE IT HEREBY RESOLVED, That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-378

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0420, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0420 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0420:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0420, memo transfers in batch numbers MTAPR0420 and Procurement Card Payments in batch number PCAPR0420.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-379

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Court of Common Pleas (Adult Court Services) is requesting that Laukle Winbiglek, Scott Ritter and Alison Castrilla attend an Ohio 2012 Opiate Summit in Columbus, Ohio May 7-8, 2012, at the cost of \$330.00 (Fund Number 25622303).

The Court of Common Pleas (Adult Court Services) is requesting that Mark Taglione and Ed Werling attend an Ohio Community Corrections Conference in Columbus, Ohio May 10-11, 2012, at the cost of \$420.00 (Fund Number 25622303 and 25422301).

The Court of Common Pleas (Adult Court Services) is requesting that Patricia Clements attend an Criminal Thinking Training in Columbus, Ohio May 10, 2012, at the cost of \$40.00 (Fund Number 25622303).

Juvenile/Probate Court is requesting that Kenneth Spicer attend a Probate/Juvenile Court Conference in Aurora, Ohio June 3-7, 2012; at the cost of \$781.16 (Fund Number 27826325).

Juvenile/Probate Court is requesting that Lamont Kaiser attend a Probate/Juvenile Court Conference in Aurora, Ohio June 4-7, 2012; at the cost of \$922.42 (Fund Number 27826325).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-380

IN THE MATTER OF APPROVING ADDENDUM NO. 1 TO THE FIBER OPTIC CABLE ACQUISITION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE FIBER LINK PARTNERS, LLC.:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the County Auditor and Data Center Administrator recommend approval of Addendum No. 1 To The Fiber Optic Cable Acquisition Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Addendum No. 1 To The Fiber Optic Cable Acquisition Agreement Between The Delaware County Board Of Commissioners And Delaware Fiber Link Partners, Llc.:

**ADDENDUM NO. 1 TO THE
FIBER OPTIC CABLE ACQUISITION AGREEMENT**

This Addendum No. 1 to the Fiber Optic Cable Acquisition Agreement ("Agreement"), which was originally entered into on the 3rd day of March, 2011, is made and entered into as of the 23rd day of April 2012, by and between the Board of County Commissioners of Delaware County, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter called ("County") and Delaware Fiber Link Partners, LLC, an Ohio limited liability company, whose address is 5255 State Route 95, Mount Gilead, Ohio 43338, hereinafter called ("DFLP") (hereinafter referred to collectively as the "Parties").

WITNESSETH

WHEREAS, the Parties entered into the Agreement for the County to acquire 144 strands of fiber optic cable from DFLP; and

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

WHEREAS, the County wishes to compensate DFLP for splicing all 144 strands of fiber optic cable to be acquired by the County, which is in addition to the requirements of the Agreement;

NOW, THEREFORE, in accordance with Section 1 of the Agreement, the Parties hereto agree to amend the Agreement as follows:

1. Amendment. The following sentence shall be added to the end of Section 5 of the Agreement: DFLP shall splice all 144 strands of fiber optic cable to be acquired by the County, at an additional price not to exceed Fifteen Thousand Seven Hundred Eight Dollars (\$15,708), which shall be payable with the second installment required herein.
2. Remaining Terms. The remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

Further Be It Resolved, that the Board of Commissioners approve the following purchase order request:
R1203687-Delaware Fiber Link Partners Llc \$15,708 (10011102-5450)

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-381

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NELSON FARMS SECTION 1, PHASE A, PART 3:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following agreements:

Whereas, as The Engineer recommends approving the Owner’s Agreement for Nelson Farms Section 1, Phase A, Part 3:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Nelson Farms Section 1, Phase A, Part 3.

Owner's agreement for Nelson Farms Section 1, Phase A, Part 3:

PROJECT AGREEMENT
PROJECT NUMBER: 12005

THIS AGREEMENT, executed on this 23rd day of April 2012 between **NELSON FARMS ASSOCIATES, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON FARMS SECTION 1, PHASE A, PART 3**, further identified as Project Number 11025 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **EIGHTEEN**

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

THOUSAND THREE HUNDRED DOLLARS (\$18,300) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$227,846
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 22,800
INSPECTION FEE DEPOSIT	\$ 18,300

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-382

IN THE MATTER OF REPEALING POSTED WEIGHT LIMITS ON VARIOUS ROADS IN DELAWARE COUNTY EFFECTIVE MAY 1, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, Resolution No. 11-1392 of the Board of County Commissioners established reduced weight limits in accordance with Section 5577.07 of the Ohio Revised Code for various roads throughout Delaware County that have been determined to be susceptible to damage due to heavy traffic in periods of thawing and excessive moisture; and

WHEREAS, the County Engineer recommends that, based on unseasonably warm and dry conditions, that the posted weight restrictions established by said resolution are no longer necessary for the protection of those public roads and that such limits should be repealed effective May 1, 2012;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio that the posted weight limits established in Resolution No. 11-1392 are hereby repealed effective May 1, 2012.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

RESOLUTION NO. 12-383

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary to construct a highway improvement to Cheshire Road and 3 B's and K Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement:

Property Owner	Interest to be Appropriated
Big Red LP	1-SH, 1-T

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 3. This Resolution shall take effect and be in force immediately upon passage.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-384

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2013 TAXES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$162,161.46 to the County Auditor for 2013 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2013 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/23/12**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$55,209.11
66211904 – Alum Creek	\$96,966.14

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

66211906 – Tartan Fields	\$1,094.57
66211907 – Scioto Reserve	\$7,048.26
66211908 – Bent Tree	\$361.62
66211909 – Hoover Woods	\$396.90
66211910 – Scioto Hills	\$1,084.86
66211911 – Northstar	\$0.00
Total Assessments	\$162,161.46

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-385

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MAIL PRO 1, LLC FOR PRINTING AND MAILING SERVICES FOR THE REGIONAL SEWER DISTRICT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Regional Sewer District needs printing and mailing services to send the quarterly sanitary sewer user billing statements to its customers, and

Whereas, sewer district staff recommends executing an agreement with Mail Pro 1 for the required printing and mailing services for a unit price of \$94.73 per 1,000 statements.

THEREFORE BE IT RESOLVED that the Board of County Commissioners approve the Agreement with Mail Pro 1, LLC for the printing and mailing services for the Regional Sewer District.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order with Mail Pro 1 in the amount of \$5,000.00 (66211901-5313) for 2012 services.

PRINTING & MAILING SERVICES CONTRACT

Section 1 – Parties to the Agreement

Agreement made and entered into this 23rd day of April, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Mailpro 1 LLC, 27 Coventry Rd., Delaware, Ohio 43015 (“Contractor”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, printing and mailing services in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the following schedule:

	Estimated	Estimated		
<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>	ESTIMATED TOTAL	
\$94.73/1000	97,000/yr	\$9,188.81/yr	\$9,188.81/yr	

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect from April 25, 2012 to April 24, 2013.

Section 7 – Insurance

Not used in this contract.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Homeland Security:** Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 11.8 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin,

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

SCOPE OF SERVICES

Printing and Mailing Services for the Delaware County Regional Sewer District

The CONTRACTOR shall provide for the printing and mailing of the County's Quarterly Sanitary Sewer user billing statements. The County's billing cycle is quarterly with bills sent out the first of February, May, August and November with the billing due the 10th day of the following month.

PRINTING SERVICES

The CONTRACTOR shall provide the following for each user bill:

- 1) #10 window envelope printed 1/0
- 2) #9 BRE envelope printed 1/0
- 3) 8 1/2" x 11" billing statement with tear off at 3 1/2'
- 4) Data file will be Cass certified, NCOA, to USPS standards. File will be sorted to qualify for the best possible automation postage rates.
- 5) Billing statement will be laser simplex with variable data and tri-folded.
- 6) Insert the BRE and billing statement into the #10 window envelope, seal and sort to USPS standards.

MAILING SERVICES

The CONTRACTOR shall provide the following for each user bill:

- 1) Prepared billing statements will be entered into the mail stream at the Delaware Post Office on the Mail Pro 1 mailing permit.

PAYMENT METHOD

- 1) The CONTRACTOR shall bill the COUNTY once per quarter following the mailing of the quarterly billing.
- 2) The COUNTY shall issue a check prior to each quarterly mailing for postage made out to the United States Postal Service. The CONTRACTOR shall accept a check for the average postage amount and the CONTRACTOR will bill and/or credit the COUNTY for any under or overage.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-386

IN THE MATTER OF EXECUTING A CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Board of County Commissioners previously executed an agreement with Elite Excavating Company of Ohio to complete the improvements known as DCES 11-02: Orange Road Pump Station Abandonment, and

Whereas, Section 14.04 of the General Conditions of the Contract Documents permits the contractor to request for substantial completion when the entire work is considered ready for its intended use, and

Whereas, Elite Excavating Company of Ohio notified the County on March 30th, 2012 that the work is substantially complete, and

Whereas, Elite Excavating Company of Ohio has also submitted a definitive Certificate of Substantial Completion along with a list of items to be complete or corrected before final payment, and

Whereas, the County agrees with Elite Excavating Company of Ohio that the project is substantially complete, and

Whereas, the Sanitary Engineer and her staff recommend executing the Certificate of Substantial Completion for

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012**

the Orange Road Pump Station Abandonment, as detailed in Section 14.04 of the General Conditions of the Contract Documents.

THEREFORE be it resolved that the Board of County Commissioners execute a Certificate of Substantial Completion to Elite Excavating Company of Ohio for contract DCES 11-02: Orange Road Pump Station Abandonment.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-387

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Division of Environmental Services to expend county monies for the purchase of six new vehicles; and

WHEREAS; the Board of County Commissioners will, through this resolution, legally appropriate monies from the proper funds for the acquisition of vehicles.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase six new vehicles for use by the Regional Sewer District.

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the motor vehicles required are for replacement of the current vehicles.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and models of such vehicles are as follows:

1. Two Jeep Liberty for \$18,329.50 each, for a total of \$36,659.00
2. One Ford F-350 cab and chassis DRW extended cab with 4 wheel drive for \$26,986.70
3. One Ford F-250 supercab cab with 4 wheel drive, utility body and snow plow for a total of \$34,676.50
4. Two Ford Explorers for \$25,125.70 each, for a total of \$50,251.40

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS900812, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 5. The Board of County Commissioners does hereby approve a purchase order request for a total of \$36,659.00 to Charlie's Dodge, Inc. in Maumee, Ohio for two Jeep Liberty's from 66211902 – 5450.

Section 6. The Board of County Commissioners does hereby approve a purchase order request for a total of \$26,986.70 to Middletown Ford, Inc. in Middletown, Ohio for one Ford F-350 cab and chassis with \$11,874.15 being from 66611903 – 5450, \$13,223.50 being from 66611904 – 5450, \$539.75 being from 66611906 - 5450 and \$1,349.30 being from 66611907 – 5450.

Section 7. The Board of County Commissioners does hereby approve a purchase order request for a total of \$34,676.50 to Valley Ford in Cleveland, Ohio for one Ford F-250 with \$15,257.65 being from 66611903 – 5450, \$16,991.50 being from 66611904 – 5450, \$693.52 being from 66611906 – 5450 and \$1,733.83 being from 66611907 – 5450.

Section 8. The Board of County Commissioners does hereby approve a purchase order request for a total of \$50,251.40 to Middletown Ford, Inc. in Middletown, Ohio for two Ford Explorers with \$22,110.60 being from 66611903 – 5450, \$24,623.20 being from 66611904 – 5450, \$1,005.00 being from 66611906 - 5450 and \$2,512.60 being from 66611907 – 5450.

Section 9. This Resolution shall take immediate effect upon passage.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

Brian Smith With SFM Insurance; CORSA's Benefits For 2012/2013

RESOLUTION NO. 12-388

IN THE MATTER OF APPROVING THE RENEWAL OF THE PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of Administrative Services recommends approval of the County Risk Sharing Authority (CORSA) Renewal Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal Agreement;

Further Be It Resolved, that the Commissioners approve the Voucher to CORSA in the amount of \$358,783.00 (from organizational Key 60111901).

Board of Commissioners of Delaware County
2012/2013 CORSA Program Costs

Primary Loss Fund	\$153,489
Secondary Loss Fund	\$82,420
 Total Loss Fund	 \$235,909
 Excess Insurance / Administrative Costs	 \$142,074
Uninsured / Under Insured Motorists (UM/UIM)	Included
Current Limit \$250,000	
 <i>TOTAL PROGRAM COSTS</i>	 <i>\$377,983</i>
 LESS: LOSS FUND MEMBER EQUITY	 \$11,760
 <i>NET PROGRAM COSTS</i>	 <i>\$366,223</i>
 LESS: LOSS CONTROL INCENTIVE PROGRAM	 \$7,440
 <i>NET DUE CORSA</i>	 <i><u>\$358,783</u></i>

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-389

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY, APPROVING TRANSFER OF FUNDS, TRANSFERS OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES, THE EMERGENCY MANAGEMENT AGENCY, ECONOMIC DEVELOPMENT; PERMANENT IMPROVEMENT AND THE STATE VICTIMS ASSISTANCE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Transfer of Appropriation

From	To	
25622303-5260	25622303-5450	
Intensive Supervision/Inventoried Tools	Intensive Supervision/Machinery & Equip	\$ 5,200.00

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

Supplemental Appropriation

21581301-5450	Emergency Management/Machinery&Equip	\$	90,000.00
10011102-5801	Commissioners' General/Transfers	\$	45,000.00
40111402-5450	Perm Improvement/Machinery & Equip	\$	22,000.00

Transfer of Funds

From	To		
10011102-5801	21581301-4601		
Comm General/Transfers	Emergency Management/Interfund	\$	45,000.00
10011102-5801	21011113-5317		
Comm General/Transfers	Economic Development/Public Relations	\$	2,500.00

Establish New Org Key

23612305 State Victims Assistance Grant SVVA

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Regional Planning Meeting This Thursday

Commissioner Thompson

-Attended A Strand Theater Board Meeting On Friday

Commissioner Stapleton

-Secretary Jon Husted Is Speaking At The Delaware County Board Of Elections On April 24, 2012

-MORPC Annual Meeting Thursday April 26, 2012

-Ohashi Cherry Tree Planting, 10am, Friday April 27, 111 Burrer Drive, Sunbury

RESOLUTION NO. 12-390

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-391

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:17AM.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

1. Tiffany Jenkins, Director Of Environmental Services

Sewer Policies:

A) Nelson Farms –“Over Deeping” Case By Case Issue Preferred Way Of Environmental Services Department Not Directly Part Of Policy

B) Genoa Township; Service Outside Current Service Area For Vinmar

C) Columbus Sewer; Agreement On Density Issues

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2012

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners